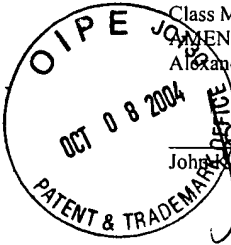


CERTIFICATE OF MAILING UNDER 37 C.F.R. § 1.8

I hereby certify that this correspondence is being deposited with the United States Postal Service with sufficient postage as First Class Mail in an envelope addressed to: Mail Stop AMENDMENT, Commissioner for Patents, P. O. Box 1450 Alexandria, VA 22313-1450 on October 4, 2004

John S. Fitzgerald, Reg. No. 38,881



IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Appl. No. : 10/628,055
Applicant : Timothy R. Machold et al.
Filed : July 25, 2003
Title : DISPOSABLE CASSETTE FOR INTRAVENOUS HEAT EXCHANGE CATHETER
Art Unit : 3736
Examiner : Robert L. Nasser

Docket No.: : RADME-64499
Customer No. : 24201

Mail Stop AMENDMENT
Commissioner for Patents
P.O. Box 1450
Alexandria, VA 22313-1450

TERMINAL DISCLAIMER TO OBVIATE DOUBLE PATENTING REJECTION
UNDER 37 C.F.R. § 1.321

Dear Sir:

Petitioner, Radiant Medical, Inc., a California corporation having a place of business at 250 Chesapeake Drive, Redwood City, California 94063, is the assignee and owner of 100 percent interest in the instant application, Application No. 10/628,055, filed on July 25, 2003 for DISPOSABLE CASSETTE FOR INTRAVENOUS HEAT EXCHANGE CATHETER, which is a division of 09/563,946, filed on May 2, 2000, now U.S. Patent No. 6,673,098, issued January 16, 2004, which is a continuation-in-part of 09/138,830, filed August 24, 1998, now U.S. Patent No. 6,620,188, issued September 16, 2003 as recorded on December 16, 2003 at Reel 013575, Frame 0814. The assignment document has been reviewed, and petitioner hereby certifies that,

to the best of petitioner's knowledge and belief, title in the instant application, Serial No. 10/628,055, is in petitioner.

Petitioner hereby disclaims, except as provided below, the terminal part of the statutory term of any patent granted on the instant application, that would extend beyond the expiration date of the full statutory term defined in 35 U.S.C. §§ 154 to 156 and 173, as presently shortened by any terminal disclaimer of prior Patent No. 6,673,098, issued January 6, 2004 and Patent No. 6,695,874, issued February 24, 2004, which are both owned by petitioner. Petitioner hereby agrees that any patent so granted on the instant application shall be enforceable only for and during such period that it and the prior patent are commonly owned. This agreement runs with any patent granted on the instant application and is binding upon the grantee, its successors or assigns.

In making the above disclaimer, petitioner does not disclaim the terminal part of any patent granted on the instant application that would extend to the expiration date of the full statutory term as defined in 35 U.S.C. § 154 to 156 and 173 of the prior patent, as presently shortened by any terminal disclaimer, in the event that it later expires for failure to pay a maintenance fee, is held unenforceable, is found invalid by a court of competent jurisdiction, is statutorily disclaimed in whole or terminally disclaimed under 37 C.F.R. § 1.321, has all claims canceled by a reexamination certificate, is reissued, or is in any manner terminated prior to the expiration of its full statutory term as presently shortened by any terminal disclaimer.

I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States

Code and that such willful false statements may jeopardize the validity of the application
or any patent issued thereon.

Respectfully submitted,

RADIANT MEDICAL, INC.

Date: October 4, 2004

By Scott A Wilson
Scott Wilson, Director
Regulatory Affairs

Enclosure